

IGA-87-53

PROJECT: Squaw Peak Parkway
State Route 510
SECTION: Bethany Home Road to
Northern Avenue

46753
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

46753 - 2671-TRD
A.G. CONTRACT NO. _____

THIS AGREEMENT entered into this 18th day of November, 19 87, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the CITY OF PHOENIX, acting by and through its CITY COUNCIL, hereinafter called "City".

WHEREAS, State is empowered by Section 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 9-672B Arizona Revised Statutes and Chapter II, Section 2 of the Phoenix City Charter to enter into this agreement, and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, the State has established a preliminary transportation corridor identified as State Route 510 (Squaw Peak Extension) where said highway traverses a portion of the City of Phoenix; and

WHEREAS, both parties acknowledge that it would be in the best interest of the public to complete certain phases of State Route 510 from Glendale to Northern Avenues, in conjunction with construction of the Squaw Peak Parkway from Bethany Home Road to Glendale Avenue; and

WHEREAS, certain funding responsibilities will be undertaken by each party and it is desirable to establish those areas of responsibility prior to start of project.

THEREFORE, the parties hereto agree as follows:

NO. <u>12571</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11-18-87</u>
<i>Rose Moffatt</i> Secretary of State

A. GLENDALE AVENUE INTERCHANGE

(Defined as Station 262+00 to Station 296+00, exclusive of mainline improvements)

State Shall

1. Be responsible for 100% of costs for the design and construction of the interchange north of the Glendale Avenue monument line, station 279+21.
2. Be responsible for 60% of costs for design and construction of the storm drain pumping station.
3. Be responsible for 50% of costs for design and construction of 1) traffic detour requirements, and 2) Glendale Avenue improvements between 17th Place and 20th Street.
4. Reimburse the City for costs of preliminary engineering, construction, and construction engineering based on final construction costs in accordance with paragraphs (1.) (2.) and (3.) above. Progress payments shall initially be 60% of costs incurred by City. The final payment shall reconcile all differences to comply with the proration formulas cited above.
5. Make inspections as required of the interchange construction in accordance with procedures for monitoring local agency Federal aid projects.

City Shall

1. Administer contract for design of interchange, pump station, and crossroad improvements.
2. Be responsible for 100% of costs for interchange design and construction south of the Glendale Avenue monument line, Station 279+21.
3. Be responsible for 40% of costs for design and construction of the storm drain pumping station.
4. Be responsible for 50% of costs for design and construction of 1) Traffic detour requirements, and 2) Glendale Avenue improvements between 17th Place and 20th Street.
5. Bid, inspect, and construct the entire Glendale Avenue interchange, station 262+00 to Station 296+00, using City of Phoenix standards, specifications, and inspection services.
6. Submit to State progress billings for prorated costs incurred for design and construction.
7. In addition to all costs as heretofore mentioned, pay all reasonable costs associated with construction change orders, delays, or valid claims for extra compensation made by the contractor.

B. GLENDALE TO NORTHERN MAINLINE

State Shall

1. Be responsible for 100% of all costs for the design and construction from mainline station 279+21 to Northern Avenue.
2. Reimburse City all costs incurred in design and construction of the Squaw Peak roadway north of the Glendale avenue interchange, station 296+00,
3. Receive preliminary and final engineering plans and documents for review, comment, and approval.
4. Make inspections of the road construction in accordance with procedures for monitoring local agency Federal aid projects.
5. Provide consultation throughout project development as required.

City Shall

1. Extend the existing City contract (#42736) with Howard, Needles, Tammen, and Bergendoff by change order to include design of the northbound and southbound lanes and related drainage features, temporary transitions, specifications and bid documents.
2. Bid, inspect and construct this section of roadway to Northern Avenue using ADOT specifications and standards. This section shall be included, as one, with City's Segment 5B project of the Squaw Peak Parkway, Bethany Home Road to Glendale Avenue interchange.
3. Submit progress billings to State for design and construction costs.

City and State shall

To the extent permitted by law, State and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, costs and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons caused by or attributable to the negligence or fault of the State or the City, their employees, or agents. As to any liability claims where the parties hereto may be jointly at fault, whether or not a named defendant to an action, the parties agree that it is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts.

THIS AGREEMENT shall remain in full force and effect until completion of said project as aforesaid; provided, however, that this agreement may be canceled by either party upon 30 days' written notice by one party to the other party.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of the State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a municipal
corporation

SEP 15 1987

MARVIN A. ANDREWS

By: CITY MANAGER
BY [Signature]
CITY ENGINEER

ATTEST:

[Signature]
ACTING City Clerk

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
W. O. Ford
State Engineer

RESOLUTION NO. 17072

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA ACTING THROUGH ITS DEPARTMENT OF TRANSPORTATION PROVIDING FOR THE DESIGN AND CONSTRUCTION AND FUNDING RESPONSIBILITY OF THE SQUAW PEAK PARKWAY/GLENDALE AVENUE INTERCHANGE AND THE STATE'S SQUAW PEAK ROADWAY TO NORTHERN AVENUE AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager or his designee is authorized to execute an agreement on behalf of the City of Phoenix with the State of Arizona, acting through its Department of Transportation for the purpose of establishing funding responsibilities for design and construction of the Squaw Peak Parkway/Glendale Avenue Interchange and the State's Squaw Peak Roadway to Northern Avenue.

SECTION 2. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.

PASSED by the Council of the City of Phoenix this
22 'day of JULY, 1987.

John B. Nelson
VICE M A Y O R

ATTEST:

[Signature] City Clerk

APPROVED AS TO FORM:

[Signature] City Attorney

REVIEWED BY:

Peter G. Storrett ^{ASSISTANT}
City Manager

all?
JWS:dmd
7/17/87/6542V

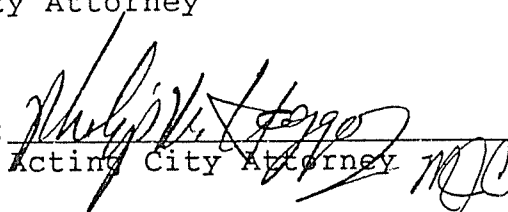
CITY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

The Intergovernmental Agreement between the City of Phoenix and the State of Arizona acting through the Arizona Department of Transportation regarding the cost sharing of the Squaw Peak Parkway/Glendale Interchange and the design and construction of Arizona Department of Transportation's Squaw Peak Roadway to Northern Avenue (State Route 510) has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned Acting City Attorney who has determined that the Agreement is in proper form and is within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

DATED this 10th day of September, 1987.

RODERICK G. McDOUGALL
City Attorney

By:


Acting City Attorney

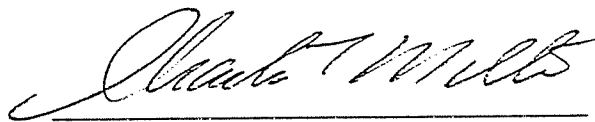
PROJECT: SQUAW PEAK PARKWAY
STATE ROUTE 510

SECTION: BETHANY HOME ROAD TO
NORTHERN AVENUE

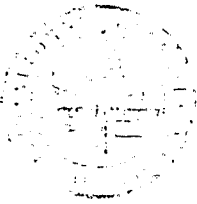
RESOLUTION

BE IT RESOLVED on this 1st day of October, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Phoenix for the purpose of completing certain phases at State Route 510 from Glendale to Northern Avenues, in conjunction with construction of the Squaw Peak Parkway from Bethany Home Road to Glendale Avenue.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

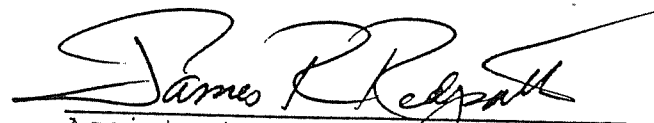
DETERMINATION

A. G. Contract No. KR87-2671-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of OCTOBER, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division